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PLUS, INC.
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
11

12 EXTENSIONS PLUS, INC., a
California Corporation,

13 Plaintiff,

14 vs.
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16 EXTENSIONS HAIR PLUS WIGS,
LLC, a Minnesota Limited Liability
Company, a/k/a Extensions Plus Hair &
17 Wigs,

18 Defendant.
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Case No.

COMPLAINT FOR:

**FEDERAL TRADEMARK
INFRINGEMENT
(15 U.S.C. § 1114(1)-(2));**

**FEDERAL TRADEMARK
INFRINGEMENT AND UNFAIR
COMPETITION (15 U.S.C. §
1125(a));**

**COMMON LAW UNFAIR
COMPETITION;**

**CALIFORNIA STATUTORY
UNFAIR COMPETITION; and**

**CYBERPIRACY (15 U.S.C. §
1125(d)).**

Trial Date: None

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26 Plaintiff Extensions Plus, Inc. (“Plaintiff” or “Extensions Plus”) brings this
27 Complaint against Defendant Extensions Hair Plus Wigs LLC, also known as
28 Extensions Plus Hair & Wigs (“Defendant”). Extensions Plus alleges as follows:

1 Extensions Plus's hair extension and wig products have featured in approximately
2 forty motion pictures and numerous television shows, for which Extensions Plus has
3 received credit.

4 6. Extensions Plus markets and sells its goods to cosmetologists and end
5 users through Extensions Plus' physical and online retail stores, over the phone, and
6 through other customary trade channels.

7 7. Extensions Plus is the sole and exclusive owner of United States
8 Federal Trademark Registration No. 2,167,696 for the Service Mark EXTENSIONS
9 PLUS for hair replacement styling, namely custom wefting, blending and coloring
10 of hair extensions. A true and correct copy of the Certificate of Registration for the
11 EXTENSIONS PLUS Service Mark No. 2,167,696 is attached as **Exhibit 1**.

12 Because of EXTENSIONS PLUS's longstanding and continuous use of its mark, the
13 EXTENSIONS PLUS Service Mark No. 2,167,696 is incontestable under Section
14 15 of the Lanham Act, 15 U.S.C. § 1065.

15 8. Extensions Plus is also the sole and exclusive owner of United States
16 Federal Trademark Registration No. 4,364,950 for various goods and services,
17 including, hair extensions, wigs, hairpieces, micro-braids made of human and/or
18 synthetic hair; hair care preparations; hair sprays, hair styling preparations; bonding
19 glue and adhesives used to apply hair extensions; tools used in hair extensions
20 application; tools used to apply hair extensions to wearers; finished caps that serve
21 as the base for wigs and hairpieces; and wholesale, retail and store services. A true
22 and correct copy of the Certificate of Registration for the EXTENSIONS PLUS
23 Trademark No. 4,364,950 is attached as **Exhibit 2**. The EXTENSIONS PLUS
24 Service Mark No. 2,167,696 and the EXTENSIONS PLUS Trademark No.
25 4,364,950, together with the common law rights that Extensions Plus garnered in the
26 EXTENSIONS PLUS mark, are collectively referred to as the "EXTENSIONS
27 PLUS trademark."

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1 9. Extensions Plus has made widespread and prominent use of the
2 EXTENSIONS PLUS trademark in connection with the sale of its goods and
3 services since 1989.

4 **Defendant's Infringement**

5 10. Defendant is in the business of providing competing goods and services
6 in connection with hair extensions, hairpieces, and wigs, in connection with marks
7 that create a likelihood of confusion as to the source, affiliation, sponsorship and/or
8 association between Plaintiff and Defendant's goods and/or services.

9 11. Specifically, Defendant has infringed on Plaintiff's EXTENSIONS
10 PLUS trademark by using that mark: (1) as part of its company name, Extensions
11 Plus Hair & Wigs; (2) as part of its domain name,
12 www.extensionsplushairandwigs.com; (3) as part of its Facebook account name,
13 <https://www.facebook.com/Extensionsplus1023>; (4) in promotional videos which it
14 posted on YouTube; (5) on the signage on Defendant's storefront; and (6) on
15 information and belief, on printed promotional material. In addition to infringing on
16 Plaintiff's EXTENSIONS PLUS trademark, Defendant has willfully and
17 intentionally attempted to further misappropriate EXTENSIONS PLUS's goodwill
18 by using the same orange and yellow swirl design on its web site that
19 EXTENSIONS PLUS frequently uses with its EXTENSIONS PLUS trademark and
20 to otherwise designate the origin of its goods and services. Defendant has done so
21 in a transparent attempt to mislead potential customers, visiting Defendant's website
22 and otherwise, into thinking that they are doing business with Extensions Plus, when
23 in fact they are doing business with Defendant, and to misappropriate Plaintiff's
24 goodwill, including residual goodwill. A true and correct copy of a printout of an
25 excerpt from Extensions Plus's website showing the orange and yellow swirl design
26 mark is attached hereto as **Exhibit 3**. A true and correct copy of a printout of
27 Defendant's website from September 12, 2013 is attached as **Exhibit 4**.

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1 12. Extensions Plus is informed and believes, and based thereon alleges,
2 that well after Extensions Plus demanded that Defendant cease and desist its
3 infringing conduct, Defendant changed its name with the Minnesota Secretary of
4 State from “Extensions Plus Hair & Wigs” to “Extensions Hair Plus Wigs.” While
5 Defendant used the slightly modified and nevertheless confusingly similar name on
6 some portions of its website, Defendant continues to use Plaintiff’s distinctive
7 yellow and orange swirl design on its website; continues to use the EXTENSIONS
8 PLUS trademark as part of its domain name; continues to use the EXTENSIONS
9 PLUS trademark on its website; continues to use the EXTENSIONS PLUS
10 trademark on social media, including its Facebook page and on its videos posted on
11 YouTube; and, on information and belief, continues to use the EXTENSIONS
12 PLUS trademark on the signage on its storefront and on other printed promotional
13 material, all in an effort to mislead and confuse existing and potential customers into
14 believing that Defendant is affiliated with Extensions Plus and to misappropriate
15 Plaintiff’s goodwill in its EXTENSIONS PLUS trademark. As a result,
16 notwithstanding Defendant’s slight modification of its name, there continues to be a
17 strong likelihood of confusion as to whether Defendant’s goods and services are
18 sponsored by, affiliated with or endorsed by Plaintiff. As such, Defendant continues
19 to infringe on Plaintiff’s mark, both by using the EXTENSIONS PLUS trademark as
20 part of its domain name and using the EXTENSIONS PLUS trademark in its
21 website, as well as by using a name that is confusingly similar to the EXTENSIONS
22 PLUS trademark.

23 13. Moreover, Plaintiff is informed and believes and based thereon alleges
24 that when potential customers contact Defendant to inquire about the availability of
25 Defendant’s products in California, Defendant affirmatively holds itself out as being
26 affiliated with Plaintiff by suggesting that Defendant’s products can be obtained
27 from “our California site,” even though Defendant has no store in California, and is
28 therefore referring to Plaintiff, which is based in California.

1 14. Defendant's use of the EXTENSIONS PLUS trademark is thus clearly
2 willful. Defendant is intentionally creating consumer confusion and trading off the
3 great investment that Extensions Plus has put into its brand and its products without
4 authorization or compensation.

5 **Defendant's Failure to Comply with EXTENSIONS PLUS's Demands**

6 15. Extensions Plus has notified Defendant in writing and verbally that
7 Defendant is required immediately and permanently to cease and desist all use of the
8 EXTENSIONS PLUS trademark. EXTENSIONS PLUS's written demand further
9 notified Defendant that its use of the EXTENSIONS PLUS trademark was
10 unauthorized and violated federal infringement and unfair competition laws.

11 16. As set forth above, well after receipt of the demand from Extensions
12 Plus, Plaintiff is informed and believes and based thereon alleges that Defendant
13 modified its business name from "Extensions Plus Hair & Wigs" to "Extensions
14 Hair Plus Wigs," which is itself confusingly similar to the EXTENSIONS PLUS
15 trademark. Moreover, following receipt of Plaintiff's demand, Defendant continued
16 using the EXTENSIONS PLUS trademark without modification as part of its
17 domain name and on its website and other media. Additionally, Defendant
18 continued to display the distinctive orange and yellow swirl design used by Plaintiff
19 on its website, making it appear that it and the products offered on its website were
20 affiliated with Extensions Plus, notwithstanding the slight modification to its
21 business name made after receipt of demand from Plaintiff.

22 17. It is likely that Defendant's continued use of the EXTENSIONS PLUS
23 trademark, as well as Defendant's use of the confusingly similar Extensions Hair
24 Plus Wigs mark has caused, and causes, confusion among members of the public as
25 to whether Defendant is authorized, sponsored, provided or endorsed by, or
26 affiliated with Extensions Plus.

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COUNT I:

FEDERAL TRADEMARK INFRINGEMENT

(15 U.S.C. § 1114(1)-(2))

18. Extensions Plus repeats and realleges the allegations set forth in paragraphs 1-17 above.

19. Defendant's use of the EXTENSIONS PLUS trademark violates section 32(1) and (2) of the Lanham Act, 15 U.S.C. § 1114(1)-(2), because it constitutes unauthorized, willful and/or deliberate use in commerce of reproductions, counterfeits, copies, and/or colorable imitations of EXTENSIONS PLUS's federally-registered marks in connection with the sale, offering for sale, distribution, and advertising of products and services in a manner likely to cause confusion, mistake, and deception.

20. On information and belief, Defendant's acts have been willful and deliberate.

21. Extensions Plus has been, and continues to be, irreparably harmed by Defendant's violations of this statute, and Extensions Plus has no adequate remedy at law. Unless this Court enters an order requiring Defendant immediately and permanently to cease and desist from its unlawful use of the EXTENSIONS PLUS trademark, Defendant's unlawful conduct will continue to cause injury to Extensions Plus and the public.

COUNT II:

FEDERAL TRADEMARK INFRINGEMENT AND UNFAIR

COMPETITION

(15 U.S.C. § 1125(a))

22. Extensions Plus repeats and realleges the allegations set forth in paragraphs 1-21 above.

23. Extensions Plus's use of the EXTENSIONS PLUS trademark described above violates section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), because it

1 constitutes unauthorized, willful and/or deliberate use in commerce of the
2 EXTENSIONS PLUS trademark, which is likely to cause confusion, mistake, and
3 deception as to the approval, origin, or sponsorship by Extensions Plus of products
4 and services provided by Defendant, and which accordingly constitutes unfair
5 competition and infringement of the EXTENSIONS PLUS trademark.

6 24. On information and belief, Defendant's acts have been willful and
7 deliberate.

8 25. Extensions Plus has been, and continues to be, irreparably harmed by
9 Defendant's violation of this statute, and Extensions Plus has no adequate remedy at
10 law. Unless this Court enters an order requiring Defendant immediately and
11 permanently to cease and desist its unlawful use of the EXTENSIONS PLUS
12 trademark, the violation will continue to cause injury to Extensions Plus and the
13 public.

14 **COUNT III:**

15 **COMMON LAW UNFAIR COMPETITION**

16 26. Extensions Plus repeats and realleges the allegations set forth in
17 paragraphs 1-25 above.

18 27. Defendant has violated Plaintiff's exclusive common law rights in its
19 EXTENSIONS PLUS trademark.

20 28. Plaintiff has continuously used its EXTENSIONS PLUS trademark to
21 identify its goods in California and elsewhere, and to distinguish them from goods
22 of a different origin. As such, Plaintiff has common law rights to the
23 EXTENSIONS PLUS trademark.

24 29. Defendant's acts described above constitute trademark infringement
25 and trade name infringement under the common laws of the United States, including
26 California.

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COUNT V:

CYBERPIRACY UNDER 15 U.S.C. § 1125(d)

36. Extensions Plus incorporates by reference in this claim for relief the allegations contained in paragraphs 1 through 35 above.

37. Extensions Plus' EXTENSIONS PLUS trademark is and was a distinctive mark at the time the Defendant registered and began controlling the domain name <extensionsplushairandwigs.com>.

38. The domain name <extensionsplushairandwigs.com> is confusingly similar to Plaintiff's EXTENSIONS PLUS trademark, especially in light of the high similarity of the parties' respective goods and services.

39. On information and believe, Defendant chose the domain name <extensionsplushairandwigs.com> with a bad faith intent to profit from Plaintiff's reputation in its Extensions Plus trademark.

40. Defendant's use and registration of the domain name <extensionsplushairandwigs.com> violates 15 U.S.C. § 1125(d).

41. Defendant's conduct is causing irreparable harm to Plaintiff for which there is no adequate remedy at law, such that the Court should order the forfeiture or cancellation of the domain name or the transfer thereof to Plaintiff.

PRAYER FOR RELIEF

In view of the foregoing, Plaintiff Extensions Plus prays for the following relief:

A. A Preliminary and permanent injunction:

(1) prohibiting Defendant, its officers, directors, agents, principals, divisions, representatives, servants, employees, associates, subsidiaries, affiliates, attorneys, successors and assigns, and all persons acting by, through, under or in active concert or in participation with or controlled, either directly or indirectly, by any of them, from using the EXTENSIONS PLUS trademark, or any confusingly

1 similar variation thereof, as, or as a component of, a trademark, trade name, domain
2 name or otherwise, in connection with the advertising, promoting, marketing,
3 offering, selling or provision of its products or services in the United States, and
4 from otherwise infringing on the EXTENSIONS PLUS trademark or otherwise
5 competing unfairly with Plaintiff;

6 (2) requiring Defendant, its officers, directors, agents, principals, divisions,
7 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
8 successors and assigns, and all persons acting by, through, under or in active concert
9 or in participation with or controlled, either directly or indirectly, by any of them, to
10 immediately to remove all appearances of the EXTENSIONS PLUS trademark and
11 any confusingly similar variations thereof from its web pages, goods, business
12 forms, mailing labels, invoices, sales aids, advertisements, and all other advertising,
13 sales and promotional materials;

14 (3) requiring Defendant, its officers, directors, agents, principals, divisions,
15 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
16 successors and assigns, and all persons acting by, through, under or in active concert
17 or in participation with or controlled, either directly or indirectly, by any of them, to
18 immediately to cease operating a web site at www.extensionsplushairandwigs.com,
19 and to permanently transfer ownership and registration of the domain
20 www.extensionsplushairandwigs.com to Extensions Plus;

21 (4) requiring Defendant, its officers, directors, agents, principals, divisions,
22 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
23 successors and assigns, and all persons acting by, through, under or in active concert
24 or in participation with or controlled, either directly or indirectly, by any of them, to
25 immediately to remove any signage on its retail store which includes the term
26 "Extensions Plus," or any confusingly similar variations thereof, or otherwise
27 infringes on the EXTENSIONS PLUS trademark;

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1 (5) requiring that Defendant, its officers, directors, agents, principals,
2 divisions, representatives, servants, employees, associates, subsidiaries, affiliates,
3 attorneys, successors and assigns, and all persons acting by, through, under or in
4 active concert or in participation with or controlled, either directly or indirectly, by
5 any of them, surrender to Extensions Plus of all goods and other materials in its/their
6 possession, custody or control and bearing the EXTENSIONS PLUS trademark, or
7 any other designation which incorporates the EXTENSIONS PLUS trademark, for
8 the destruction of such goods and materials by Extensions Plus, and requiring
9 further the filing and service of a certified report by Defendant identifying and
10 attesting to the surrender of those goods and other materials, in such particular
11 details as the Court shall deem appropriate;

12 (6) requiring Defendant, its officers, directors, agents, principals, divisions,
13 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
14 successors and assigns, and all persons acting by, through, under or in active concert
15 or in participation with or controlled, either directly or indirectly, by any of them, to
16 immediately remove from any social media pages under its control any and all use
17 of the EXTENSIONS PLUS trademark, including, without limitation, removing any
18 videos posted by defendant on YouTube which use the EXTENSIONS PLUS
19 trademark and deleting Defendant's Facebook account with the name
20 <https://www.facebook.com/Extensionsplus1023>.

21 (7) requiring Defendant, its officers, directors, agents, principals, divisions,
22 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
23 successors and assigns, and all persons acting by, through, under or in active concert
24 or in participation with or controlled, either directly or indirectly, by any of them, to
25 have deleted or removed from publication any advertisements paid for or used by it
26 (whether displayed through the use of social media or otherwise) containing any of
27 the EXTENSIONS PLUS trademark and any other name, mark, or logo confusingly
28 similar to it;

1 (8) requiring Defendant, its officers, directors, agents, principals, divisions,
2 representatives, servants, employees, associates, subsidiaries, affiliates, attorneys,
3 successors and assigns, and all persons acting by, through, under or in active concert
4 or in participation with or controlled, either directly or indirectly, by any of them, to
5 immediately to destroy and cease using any business cards, letterhead, stationary,
6 and invoices which include the term “Extensions Plus,” or any confusingly similar
7 variations thereof, or otherwise infringes on the EXTENSIONS PLUS trademark

8 (9) restraining and enjoining Defendant, its agents, servants, employees,
9 officers, directors, principals, successors, licensees, subsidiaries, transferees,
10 representatives, customers, and assignees, and any persons in active concert or
11 participation with any of them, from making, contributing to the making, or
12 inducing others to make any use of a name, mark, URL, domain name, or computer
13 code which comprises or includes the simultaneous use of the word “extensions”
14 and “plus” or any reproduction, copy, counterfeit or colorable imitation thereof or
15 any term confusingly similar thereto, especially any such use on or in connection
16 with any hair care goods or services, sold, offered for sale, distributed, or imported
17 into the United States or otherwise advertised, marketed or promoted;

18 (10) restraining and enjoining Defendant, its agents, servants, employees,
19 officers, directors, principals, successors, licensees, subsidiaries, transferees,
20 representatives, customers, and assignees, and any persons in active concert or
21 participation with any of them, from using an orange and yellow swirl design similar
22 in appearance to the orange and yellow swirl design used by Extensions Plus and
23 depicted in **Exhibit 3** hereto in connection with any hair care goods or services,
24 sold, offered for sale, distributed, or imported into the United States or otherwise
25 advertised, marketed or promoted;

26 (11) restraining and enjoining Defendant, its agents, servants, employees,
27 officers, directors, principals, successors, licensees, subsidiaries, transferees,
28 representatives, customers, and assignees, and any persons in active concert or

1 participation with any of them, from maintaining, operating, or using (whether
2 directly or indirectly) or inducing others (including, without limitation Affiliates) to
3 maintain, operate, or use any web-page, home page, web site, website content
4 (including, without limitation, that which appears on “hidden pages”), any code
5 whatsoever (including but not limited to metatags, HTML, XHTML, any computer
6 code, domain names, URLs, sub pages, extensions, links, or any division or portion
7 thereof, signs, banner ads, or any other visual media used in connection with either
8 of the Defendant’s businesses) that contains one or more of Plaintiff’s trademarks or
9 trade names, including without limitation the EXTENSIONS PLUS trademark, or
10 any reproduction, copy, counterfeit or colorable imitation thereof or any terms
11 confusingly similar thereto (as used herein, the terms “Affiliates” means third-party
12 owned websites/domain names that link to one or more websites owned, hosted,
13 and/or operated by Defendant);

14 (12) restraining and enjoining Defendant, its agents, officers, principals,
15 directors, servants, employees, successors, licensees, subsidiaries, transferees,
16 representatives, customers, and assignees, and any persons in active concert or
17 participation with any of them, from including or maintaining any content, including
18 links, on any and all websites which they own, control, operate, have an association
19 or affiliation with or on which it/they otherwise advertise that causes or tends to
20 cause an Internet search engine to list or report a website – not selling goods that
21 originate from or are otherwise authorized by Plaintiff – based on a search query
22 that includes one of Plaintiff’s trademarks, including, without limitation Plaintiff’s
23 EXTENSIONS PLUS trademark, or any reproduction, copy, counterfeit or colorable
24 imitation thereof or any terms confusingly similar thereto;

25 (13) restraining and enjoining Defendant, its agents, officers, principals,
26 directors, servants, employees, successors, licensees, subsidiaries, transferees,
27 representatives, customers, and assignees, and any persons in active concert or
28 participation with any of them, from ever in the future filing or maintaining an

1 application for registration or registration of any mark that simultaneously includes
2 both the word “extensions” and “plus” (or any other mark used or registered by
3 Plaintiff) or any mark(s) confusingly similar thereto with the United States Patent
4 and Trademark Office or any other governmental or state authority;

5 (14) requiring Defendant to file with the Court and serve on Extensions
6 Plus, within thirty (30) days after entry of an injunction, a report in writing under
7 oath setting forth in detail the manner in which Defendant has complied with the
8 Court’s injunction and orders; and

9 B. Such further relief as the Court may deem just and appropriate.

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11 DATED: October 30, 2013

WOLF, RIFKIN, SHAPIRO,
SCHULMAN & RABKIN, LLP

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13
14 By: /s/ Eric Levinrad

15 ERIC LEVINRAD

16 Attorneys for PLAINTIFF EXTENSIONS
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